IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

REMARK HOME DESIGNS, LLC
a Michigan limited liability company,

Plaintiff,

vs.

Case No.

OAK STREET CONDO PROJECTS, LLC,
a Michigan limited liability company, PAUL ZULEWSKI, an individual, JACK WARREN RUNKLE, an individual, d/b/a RUNKLE ARCHITECTURE

Defendants.
/

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COMPLAINT AND JURY DEMAND

Plaintiff REMARK HOME DESIGNS, LLC (hereinafter, "Plaintiff" or "RHD"), brings this Complaint against Defendants OAK STREET CONDO PROJECTS, LLC ("Oak Street Condo Project"), a Michigan limited liability company, PAUL ZULEWSKI ("Zulewski"), an individual, and JACK WARREN

RUNKLE ("Runkle"), an individual d/b/a RUNKLE ARCHITECTURE (collectively, "Defendants"), as follows:

NATURE OF THIS ACTION

1. This is an action for copyright infringement. Specifically, Defendants have directly and indirectly infringed and are infringing Plaintiff RHD's copyrighted architectural work known as "The Oaks Condos." Defendants Zulewski and/or Oak Street Condo Project have knowingly induced, caused, and/or materially contributed to Defendant Runkle's infringement of Plaintiff's copyrighted plans for "The Oaks Condominiums." Defendant Runkle has knowingly induced, caused, and/or materially contributed to Defendant Zulewski and/or Oak Street Condo Project's building of the Constructed Architectural Work, which also constitutes infringement of Plaintiff's work.

PARTIES

2. Plaintiff RHD is a Michigan limited liability company having a principal place of business located at 511 Elm Street, Wyandotte, Michigan 48192. RHD is owned by Brian Kramer, a residential/commercial designer residing in this district.

3. Upon information and belief, Defendant Oak Street Condo Project is a Michigan limited liability company having a registered office address located at 19250 Allen Road, Brownstown, Michigan 48183.

4. Upon information and belief, Defendant Zulewski is an individual residing and doing business at 1545 Harbour Blvd. Apt. 196, Trenton, Michigan, 48183 and/or 19250 Allen Road, Brownstown, Michigan 48183 and is the owner and registered agent of Defendant Oak Street Condo Project.

5. Upon information and belief, Defendant Runkle is an individual residing at 15661 Surrey, Livonia, Michigan 48154 and doing business as Runkle Architecture at that same address.

JURISDICTION

6. This Complaint arises under the Copyright Act, 17 U.S.C. §§ 101 *et seq*. This Court has subject matter jurisdiction over this cause of action pursuant to 28 U.S.C. §§ 1331 and 1338.

FACTS RELATING TO PERSONAL JURISDICTION AND VENUE

7. This Court has personal jurisdiction over the Defendants. As further detailed in the allegations in this Complaint, the Defendants have worked separately and together to carry out at least some of the unlawful acts described below.

8. Defendants' illegal conduct intentionally targets and causes injury to Plaintiff RHD in the Eastern District of Michigan by infringing upon RHD's copyright in this district.

9. Defendant Oak Street Condo Project is located in this district and does business here.

10. Defendant Zulewski resides in this district and does business here.

11. Defendant Runkle resides in this district and does business here.

BACKGROUND ALLEGATIONS

12. Plaintiff RHD is owned and operated by Brian Kramer, a Michigan resident and residential/commercial designer. Mr. Kramer designs residential and commercial buildings that have been built at various locations around Michigan.

13. Mr. Kramer devotes significant time and mental energy towards developing his original residential and commercial designs. He takes pride in, and is known for, his original designs that achieve versatility and efficiency of space and an aesthetically pleasing layout and "flow."

14. One such example of Mr. Kramer's designs is known as "The Oaks Condominiums" or "The Oaks Condos."

15. The United States Copyright Office issued Mr. Kramer a Certificate of Registration for his architectural work known as The Oaks Condos. The copyright registration number associated with Mr. Kramer's certificate is VAu 1-248-708. Mr. Kramer's registration certificate is attached hereto as Exhibit A.

16. Mr. Kramer has assigned ownership of his copyright in The Oaks Condos to Plaintiff RHD.

17. Mr. Kramer's plans for The Oaks Condos were used to build three condominium units located at the southwest corner of 2nd Street and Oak Street in Wyandotte, Michigan ("Oak Street Location"). The lot at the Oak Street Location could accommodate a total of twelve or thirteen condominium units based on Mr. Kramer's design.

18. Upon information and belief, on December 12, 2005, the Final Site Plan for the construction project at the Oak Street Location, which included Mr. Kramer's design for the condominium units, was approved by the City of Wyandotte's City Council upon recommendations by the City's Planning and Rehabilitation Commission and was placed in the City's public file for the project. The property was zoned by the City of Wyandotte as Planned Development (PD).

19. Upon information and belief, construction for the three condominiums based on Mr. Kramer's design began in July 2006 and was completed in or around June 2007.

20. The builder for these first three condominiums was Rivertown Construction Management ("Rivertown").

21. Upon information and belief, sometime in 2007, Rivertown began building four more condominium units at the Oak Street Location, using the foundation plan from Mr. Kramer's design. As with the original three units, these four additional units were going to incorporate Mr. Kramer's Oaks Condos design.

22. However, in 2007, the downturn in the real estate market caused the construction of these four additional units to come to a halt.

23. In or around 2009, the property at the Oak Street Location was foreclosed upon by the bank and placed into a receivership. The property included the foundations for the four additional condominium units for which construction had begun.

24. On information and belief, in late 2014, Defendant Zulewski purchased the property out of receivership from the bank.

25. On December 10, 2014, Defendant Zulewski attended a meeting with the City of Wyandotte and indicated that he was under contract to buy the property at the Oak Street Location and planned to construct and finish the units where the foundations had been started. At this meeting, the City Engineer showed Mr. Zulewski the site plan that was on file—which included Mr. Kramer's design—and "there was discussion regarding the plans." Mr. Zulewski was informed that "the units [must] be built to the plans that were submitted, or new plans would have to be to be [sic] submitted." Mr. Zulewski explained that he had also "purchased the property in Trenton from Mr. Perry and kept the plans." On information and belief, the "Mr. Perry" referred to by Mr. Zulewski is Mike Perry, a former employee of Rivertown. When Mr. Zulewski asked the City Engineer about the existing footing, he was told that "if it is the same plans, and they are still

structurally sound, they could be used." The City Engineer also informed Mr. Zulewski that this property is in a PD zoning district, which means "if you deviate from the approved plans, then you would have to go thru the PD process of plan approval." The City Engineer told Mr. Zulewski that "he would give him a copy of the three plans on file." Thus, on information and belief, Mr. Zulewski had a copy of Mr. Kramer's plans for The Oaks Condos previously made a part of the City's public project file at least as early as the date of this meeting in December 2014.

26. On February 5, 2015, the City of Wyandotte held a Show Cause Hearing to given interested parties the opportunity to explain why the foundation structures at the Oak Street Location should not be demolished, removed, or otherwise made safe (hereinafter, "Show Cause Hearing").

27. On information and belief, Defendant Zulewski was sent a notice about the February 5, 2015 hearing but did not appear. On information and belief, Defendant Runkle also did not appear for this hearing.

28. However, at the February 5, 2015 meeting, Defendant Zulewski was identified as the buyer of the property and the property manager in attendance stated that he believed the closing was expected in March. Frustration was expressed regarding Defendant Zulewski's failure to provide monthly updates to

the City regarding the status of the property. It was recommended that the foundations should be removed if a permit was not applied for by February 27.

29. Shortly after this meeting, in or around late February 2015, Defendant Zulewski called Mr. Kramer and asked Mr. Kramer for the "CAD" (Computer Aided Design) for Mr. Kramer's Oaks Condos.

30. The "CAD" refers to a Computer Aided Design created using software commonly used by architects, engineers, artists, and other designers to create precision drawings or technical illustrations. Mr. Kramer uses CAD software to create residential and commercial designs, and did so for his design for The Oaks Condos.

31. During this call, Mr. Kramer refused to give Mr. Zulewski the CAD for Mr. Kramer's plans. Mr. Kramer informed Mr. Zulewski that Mr. Kramer owned the plans and that Mr. Zulewski would need to pay Mr. Kramer if Mr. Zulewski wanted to use the plans. Mr. Zulewski told Mr. Kramer that he would get back to him. Mr. Zulewski did not get back to Mr. Kramer.

32. Thereafter, on various occasions throughout 2015, the City of Wyandotte held additional Show Cause Hearings on why the foundations at the Oak Street Location should not be removed.

33. For example, on March 27, 2015, the Show Cause Hearing was reconvened and, this time, Defendant Zulewski attended. Mr. Zulewski informed

the City that he was meeting with an architect to determine how he was going to develop the property. The City Engineer informed Mr. Zulewski that "only one (1) plan has been approved by the City" (referring to the plans in the City's public project file that included Mr. Kramer's design) and any change from that plan would require City approval. Per the meeting minutes, "Mr. Zulewski stated that he might just change the garage into a one (1) car and add additional living space on the 1st floor."

34. In other words, on information and belief, at the March 27, 2015 hearing, Mr. Zulewski provided the City with assurances that his proposed building would be based upon the existing plans that had already been approved—and any change(s) would be nominal.

35. In May 2015, another Show Cause Hearing was held and City officials again demanded to know why Mr. Zulewski had not yet gotten a building permit. Mr. Zulewski said he "obtained the drawings two weeks ago" and that "[i]t took awhile to get the drawings because he had trouble contacting Mike Perry for them." The drawings Mr. Zulewski obtained from Mr. Perry were those for Mr. Kramer's design. Mr. Perry was an employee of Rivertown at the time the original three condominiums were built based on Mr. Kramer's design and at the time that the foundation was installed for the next four condominium units which were also to incorporate Mr. Kramer's design. The drawings for Mr. Kramer's design clearly

list Remark Home Designs, LLC, the Plaintiff in this case, as the source of the drawings.

36. The City of Wyandotte held additional hearings in May, June, and August 2015.

37. In or around August 17, 2015, Mr. Zulewski submitted to the City of Wyandotte an “Application to Build Single or Two Family Dwellings” on the existing foundations that were located at the Oak Street Location. In the “Remarks” section of the Application, Mr. Zulewski noted that: “Four (4) townhouse condominiums on existing foundations. The design is intended to blend well with the three (3) existing units on site in overall design, materials and color.” Mr. Zulewski’s Application is attached hereto as Exhibit B.

38. On October 15, 2015, the City of Wyandotte Planning Commission held a meeting during which it entertained a request from Defendant Oak Street Condo Projects to “construct a four (4) unit attached condominium townhouses on the southwest corner of 2nd Street and Oak Street, Wyandotte, Michigan. The townhouses are proposed to be built on existing foundations….” Upon motion, this request was held in abeyance “until further information is received regarding the landscape plan for said project.” Defendant Runkle and Defendant Zulewski attended the Public Hearing related to this request, with Mr. Runkle identified as the architect and Mr. Zulewski identified as the property owner.

39. The meeting minutes reflect that, at the Public Hearing, Mr. Runkle stated that "there are currently 3 attached site condos on the property along with foundations for 4 additional condos. . . . They are proposing to construct 4 condos, the 2 at the end will be similar and the 2 in the middle will be similar." As per the meeting minutes, Mr. Runkle also indicated that "[t]he building will be complimentary [sic] to the existing condos on the site." Mr. Runkle further indicated that "the brick will be close to the brick on the existing condo and the design will be compatible to the existing building. The siding will be natural wicker/tan color and closely matching the other building." Mr. Runkle's reference to the "existing condos" or "existing building" on the site refers to the existing condos at the site that were built by Rivertown using Mr. Kramer's design for The Oaks Condos (the "Constructed Architectural Work").

40. Mr. Runkle also stated that "he has the old plan and the proposed plan on his computer." On information and belief, the "old plan" refers to the CAD design for the previously approved Site Plan, which includes Mr. Kramer's design. On information and belief, the CAD design for the "old plan" is the same CAD design that Mr. Zulewski requested from Mr. Kramer and that Mr. Kramer refused to provide because he created and owned the design through his business.

41. On November 19, 2015, the City of Wyandotte Planning Commission held a meeting during which it entertained the same request from Defendant Oak

Street Condo Projects. Upon motion, this request passed with certain requirements, including that “[b]efore proceeding with construction of two (2) three (3) unit buildings shown on the site plan approved by the City Council on December 12, 2005, on the southern part of the property, elevation and landscape plans need to be submitted for recommendation and approval.” On information and belief, Defendant Runkle attended the Public Hearing in connection with this request.

42. Sometime in December 2015, the City of Wyandotte approved the Final Site Plan submitted by Oak Street Condo Projects and Runkle Architecture. Around that same time, the City of Wyandotte discontinued and dismissed the “Show Cause Hearing on the Foundation at Oak and 2nd Streets” due to “the progress from the Owner and Developer.”

43. In or around February 2016, Mr. Zulewski began construction on four condominiums at the Oak Street Location. Mr. Zulewski and/or Oak Street Condominium Project is the builder for these four new units. Jack Runkle d/b/a Runkle Architecture is the architect for these units. The plans for these units, and the resulting structures, infringe Mr. Kramer’s copyrighted designs and, specifically, his copyright in his design of The Oaks Condos.

44. Defendants have copied original elements of Plaintiff's copyrighted work, such as the overall form of the design as well as the arrangement and composition of spaces and elements in the design.

45. Defendants' unlawful copying is consistent with, inter alia, their representations to the City of Wyandotte that their building will be "complementary" to the "existing condos[,]" the brick will be "close[,]" the "design will be compatible to the existing building[,]" and the siding will be "closely matching the other building." Defendants' unlawful copying is also consistent with Defendant Zulewski's statement in his August 2015 Application to the City of Wyandotte that the design he was proposing was "intended to blend well with the three (3) existing units on site in overall design, materials and color."

46. Defendants' building directly copies the "overall design, materials and color" of Plaintiff's condos so that Defendants' building is "complementary," "compatible," and "closing matching" Plaintiff's condos. This is shown in the photo attached hereto as Exhibit C, which shows Plaintiff's condos on the right and Defendants' condos on the left (attached hereto as Exhibit C). As shown in this photograph, Defendants' condos use the identical or nearly identical brick, siding, shake siding, roofing material, and window style as used in Plaintiff's condos. Upon information and belief, the exterior finishing details of Defendant's building reached the level of completion shown in Exhibit C in late November or early

December 2016. The overall look and feel of Defendant's building is substantially similar to the Constructed Architectural Work incorporating Plaintiff's copyrighted design.

47. Defendants' explicit copying does not stop at the exterior of the building. Defendants have extensively copied Plaintiff's design for the interior. Defendants have copied the size, placement, arrangement of rooms and spaces within the interior to achieve a substantially similar flow, style, and look. In some instances, Defendants' plans copy some floor layouts exactly, with the exact same dimensions and arrangement of interior elements, and on other occasions, Defendants' plans "flip flop" the orientation of the layout and/or make minor tweaks to Plaintiff's plans. As just one illustrative example, the Second Floor Plan for Plaintiff's plans contains a floor plan (Exhibit D) that has been directly copied by Defendants (Exhibit E). In this example, Defendants merely rotated the orientation of Plaintiff's plan, with the overall form of the design, arrangement and composition of spaces and elements without the floor plan (including many of the precise dimensions) being directly copied. There are many other examples that make Defendants' copying evident and undeniable.

48. After seeing Defendants' building, third party observers have expressed their belief to Mr. Kramer that Defendants' building is one of Mr.

Kramer's designs because the overall look and feel is substantially similar to Mr. Kramer's work.

49. Plaintiff, through his counsel, notified Defendants of his objection to Defendants' infringement in an effort to reach a reasonable resolution of this matter out of Court. Defendants rejected this effort.

CAUSES OF ACTION

COUNT I – COPYRIGHT INFRINGEMENT BY ALL DEFENDANTS

50. Plaintiff RHD repeats and re-alleges herein each of the foregoing paragraphs.

51. As alleged above, Plaintiff owns valid copyrights in his residential and commercial designs. In particular, Plaintiff RHD owns a valid copyright in the design for The Oaks Condos, which has been duly registered with the U.S. Copyright Office as registration number VAu 1-248-708.

52. Defendants have copied constituent elements of the copyrighted work that are original. In particular, Defendant Runkle copied original elements of Plaintiff RHD's copyrighted work and incorporated those elements into his plans and derived his plans from Plaintiff RHD's work. Defendant Zulewski and Defendant Oak Street Condo Project contributed to such copying by, inter alia, obtaining Plaintiff RHD's plans, encouraging Defendant Runkle to create plans that are complementary to and/or closely matching Plaintiff RHD's plans, and

building condominium units that infringe Plaintiff RHD's copyright. The infringing building is directly adjacent to the Constructed Architectural Work.

53. Defendants' copying has been willful and intentional. For example, as discussed above, Defendants were provided with copies of Plaintiff's plans. Defendant Zulewski contacted Plaintiff to obtain the "CAD" for Plaintiff's design and, when Plaintiff explained that the plans belonged to him and refused to provide them, Mr. Zulewski instead copied Plaintiff's plans and/or encouraged, supported, and/or assisted Defendant Runkle to do so. When facing pressure from the City to provide plans or risk that the existing foundations would be removed, Defendants decided to save time and money by directly copying original expression embodied in Mr. Kramer's plans.

54. As further evidence of willful infringement, Plaintiff sent cease and desist letters to the Defendants in August 2016 regarding their infringing conduct, but construction of the Defendant's building using the Defendant's infringing plans has continued.

55. The Architectural Works Protection Act of 1990 made clear the Congressional intent to protect structures such as the Constructed Architectural Work by expanding the definition of the subject matter of copyright in 17 U.S.C. §101 to specifically include both architectural works embodied in plans and architectural works embodied in buildings:

> An "architectural work" is the design of a building as embodied in any tangible medium of expression, including a building, architectural plans, or drawings. The work includes the overall form as well as the arrangement and composition of spaces and elements in the design, but does not include individual standard features.

56. The Architectural Works Protection Act of 1990 further amended 17 U.S.C. §102 to specifically include the newly defined architectural works as appropriate subject matter for copyright protection.

57. Plaintiff is being irreparably damaged by such infringement of its copyright in both its architectural plans and in the Constructed Architectural Work.

58. This infringement is a violation of 17 U.S.C. § 101 et seq., and especially §§ 106 and 501 et seq. which provide Plaintiff the exclusive right to reproduce the work by making copies of the architectural plans, the exclusive right to make derivative works based on its architectural plans, and the exclusive right to reproduce the Constructed Architectural Work in the form of other buildings.

59. Remedies for copyright infringement available under 17 U.S.C. § 502 include temporary and permanent injunctions on such terms as the court may deem reasonable to prevent or restrain infringement of a copyright.

60. A temporary and permanent injunction requiring the destruction or turnover of all architectural plans that copy or were derived from the architectural plans of the Plaintiff and an order restraining Defendants for any further use of

such plans is necessary to protect Plaintiff's copyright against continuing and future infringement.

61. A temporary injunction requiring the Defendants to immediately cease any further use of the Plaintiff's architectural plans and to cease any further construction or work on the Defendants building that infringes the plans and the Constructed Architectural Work is necessary to protect Plaintiff's copyright against continuing and future infringement.

62. A temporary injunction requiring the Defendants during the pendency of this lawsuit not to sell, transfer title or otherwise dispose of the Defendants building, any legal right or interest in the building, or any individual residential unit in the building is necessary to protect Plaintiff's copyright against continuing and future infringement, because transfer of the infringing building and units would infringe Plaintiff's exclusive right to "distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease or lending" in violation of 17 U.S.C. § 106(3).

63. A permanent injunction requiring the Defendants to remove the infringing building, or in the alternative to modify the exterior and interior of the structure and each area within the building that contributes to the infringement, is necessary to prevent or restrain further infringement of Plaintiff's copyright.

64. Defendants' infringement is willful.

65. Defendants' conduct has caused and, unless preliminarily and permanently enjoined, will continue to cause, irreparable harm to Plaintiff.

COUNT II – CONTRIBUTORY COPYRIGHT INFRINGEMENT BY DEFENDANTS OAK STREET CONDO PROJECTS, LLC AND PAUL ZULEWSKI

66. Plaintiff RHD repeats and re-alleges herein each of the foregoing paragraphs.

67. Defendant Zulewski obtained a copy of Plaintiff RHD's plans for The Oaks Condos from the City of Wyandotte and/or Mr. Perry.

68. Defendant Zulewski knew that Mr. Kramer owned the plans. Further, Zulewski knew that Mr. Kramer expected to be paid if Zulewski was going to use the plans to build condominiums based upon them.

69. Defendant Zulewski provided assurances to the City of Wyandotte that the four new condos that he was building would be based on the previously approved plans for The Oak Street Location (i.e., Plaintiff RHD's plans) and emphasized that any changes would be minimal.

70. Defendant Zulewski supplied a copy of Plaintiff RHD's plans to Defendant Runkle. Defendant Zulewski did so with full knowledge that such plans were the original and copyrighted work of Mr. Kramer and/or Plaintiff RHD.

71. As the builder and developer for the four new condos to be constructed at The Oak Street Location, Defendant Zulewski provided instruction

to Defendant Runkle, his architect, on what he would like these condos to look like. On information and belief, Defendant Zulewski expressly instructed, advised, or otherwise encouraged Defendant Runkle to create plans for the four new condos that derived from Plaintiff RHD's plans for The Oaks Condos, and to directly copy original expression embodied in such plans. As alleged herein, Defendant Runkle thereafter did create plans that derive from Plaintiff RHD's plans for The Oaks Condos and directly copy original expression embodied in such plans.

72. Accordingly, Defendant Zulewski individually and personally, and in his capacity as owner of Defendant Oak Street Condo Project, knowingly induced, caused, and/or materially contributed to Defendant Runkle's infringement of Plaintiff's plans for The Oaks Condos. Such contributory infringement was and is willful.

73. Defendants Zulewski and Oak Street Condo Project have profited from their acts of contributory infringement.

74. Plaintiff RHD is being and has been irreparably damaged by such infringement. Plaintiff RHD has no adequate remedy at law.

75. This infringement is a violation of 17 U.S.C. § 101 et seq., and especially § 501 et seq.

76. Defendants Zulewski and Oak Street Condo Project's conduct has caused and, unless enjoined, will continue to cause, irreparable harm to Plaintiff RHD.

COUNT III – CONTRIBUTORY COPYRIGHT INFRINGEMENT BY DEFENDANT RUNKLE

77. Plaintiff RHD repeats and re-alleges herein each of the foregoing paragraphs.

78. As a licensed architect, Defendant Runkle is well aware that it is unlawful to copy the original expression reflected in another's design.

79. As the architect for plans for the four new condos to be constructed at The Oak Street Location, Defendant Runkle created plans for such condos that derived from Plaintiff RHD's plans for The Oaks Condos, and that directly copied original expression embodied in such plans.

80. Defendant Runkle provided his plans to Defendant Zulewski with full knowledge that Defendant Zulewski and/or Defendant Oak Street Condo Project would thereafter build four condominium units based upon them, i.e. the Constructed Architectural Work. Accordingly, Defendant Runkle knowingly induced, caused, and/or materially contributed to Defendant Zulewski and/or Defendant Oak Street Condo Project's infringement of Plaintiff's plans for The Oaks Condos. Such contributory infringement was and is willful.

81. Defendant Runkle has profited from his acts of contributory infringement.

82. Plaintiff RHD is being and has been irreparably damaged by such infringement. Plaintiff RHD has no adequate remedy at law.

83. This infringement is a violation of 17 U.S.C. § 101 et seq., and especially § 501 et seq.

84. Defendant Runkle's conduct has caused and, unless enjoined, will continue to cause, irreparable harm to Plaintiff RHD.

RELIEF REQUESTED

Accordingly, Plaintiff prays that this Court enter a judgment in its favor and against Defendants as follows:

A. An order finding and declaring that Defendants have infringed Plaintiff's copyright;

B. An order preliminarily and permanently enjoining Defendants and their employees, agents, officers, directors, shareholders, member, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them, from infringing Plaintiff's copyrights;

C. An order impounding and destroying Defendants' infringing goods, including any copies, derivative works, expressions or embodiments of the copyrighted work whether located at the Oaks Condominium project or otherwise;

D. An order awarding Plaintiff:

1. damages to compensate Plaintiff for the injuries caused by the Defendants, together with any applicable interest;

2. statutory and other damages as provided under the Copyright Act;

3. Plaintiff's costs, expenses, and attorney fees as provided under the Copyright Act;

4. enhanced damages for willful and intentional infringement;

5. all other money to which Plaintiff may be entitled by law and equity.

E. Other relief as the Court may deem appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: December 9, 2016

Respectfully submitted,

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